

REVISED

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant Daniel J. Edelman, Inc.	Name of Foreign Principal Portuguese Foreign Trade Commission (ICEP) #3634
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Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

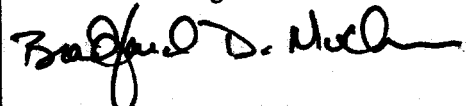
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
2/14/95	Bradford Muller Account Supervisor	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DANIEL J. EDELMAN, INC.

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Public Relations Worldwide
EDELMAN

September 1, 1994

Dr. Miguel Marques
Chairman and Executive President
ICEP
Av. 5 de Outubro, 101
1016 Lisboa Codex

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REGISTRATION UNIT

Dear Dr. Marques:

This letter, when signed by you, will constitute our agreement to serve as public relations counsel for ICEP for the period of September 1, 1994 through December 31, 1994.

As public relations counsel, we will develop and implement activities designed to attract increased U.S. and foreign investment to Portugal through a comprehensive public education and media relations campaign according to the Investment Promotion Plan for Portugal dated August 2, 1994 which is annexed to this agreement and incorporated by reference.

You agree to pay our firm, as compensation for our professional services, a monthly fee of \$25,000, billed at the beginning of each month of service.

All invoices for fees and disbursements are due and to be paid within thirty (30) days after the date of the invoice.

Miscellaneous expenses (phone, fax, photocopies, etc.) will be billed up to, but not to exceed, \$2,000 per month.

The fee for professional services covers public relations activities in the United States and the services of Edelman Productions, Edelman Research, Edelman Sales, our foreign offices or affiliates if needed to fulfill the contract.

We agree to keep confidential all information and materials so designated by you and to limit access to such information and materials to those with a need to know.

You agree to indemnify and save us harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which we may incur (or to which we may be a party), arising out of actions taken or statements made by us at your direction or based



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upon information provided by you if the liability results from gross negligence on your part, and any and all losses, claims, damages, expenses, or liabilities related to the use of your products or services.

All work done by Daniel J. Edelman, Inc. shall be of the highest professional standard and shall be performed to ICEP's reasonable satisfaction.

Daniel J. Edelman, Inc. must obtain the approval of ICEP before naming persons to the Working Group, the Steering Committee, and the U.S.-Portugal Investment Advisory Board.

All work performed on behalf of ICEP by Daniel Edelman, Inc. becomes the product of ICEP.

It is agreed that any dispute arising out of this agreement or by actions of either party hereto in mutual consent of the parties shall be settled by arbitration according to the rules of the American Arbitration Association.

During the period of this agreement and for one (1) year after its termination neither you nor we will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other.

Either party may terminate the agreement at any time by giving sixty days written notice to the other party. If the work is not performed in a satisfactory manner, ICEP may terminate for cause by giving thirty days written notice to Daniel J. Edelman, Inc. Upon receipt of a notice of termination, Daniel J. Edelman shall not commence work on any new activities, but it shall complete all work in progress which shall be provided to ICEP.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

Sincerely,

For: Michael H. Edelman
DANIEL J. EDELMAN, INC.

1.25.95
DATE

AGREED TO AN ACCEPTED:

For: Joanna J. [Signature]
ICEP

01.25.95
DATE

